

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 301. REQUISITION NUMBER
1300341611

PAGE 1 OF 29

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

N66604-13-P-1743

6. SOLICITATION ISSUE DATE
02-Jul-20137. FOR SOLICITATION
INFORMATION CALL

a. NAME

STEPHANIE K. CYR

b. TELEPHONE NUMBER (No Collect Calls)

401-832-8528

8. OFFER DUE DATE/LOCAL TIME
02:00 PM 09 Jul 2013

9. ISSUED BY

CODE

N66604

NAVAL UNDERSEA WARFARE CENTER
CODE 5911, STEPHANIE K. CYR
COMMERCIAL ACQUISITION DEPARTMENT
SIMONPIETRI DRIVE, BLDG. 11
NEWPORT RI 02841

TEL: 401-832-8528

FAX: 401-832-4820

10. THIS ACQUISITION IS

☐ UNRESTRICTED☒ SET ASIDE: 100% FOR☒ SB☐ HUBZONE SB☐ 8(A)☐ SVC-DISABLED VET-OWNED SB☐ EMERGING SB

SIZE STD: \$7.0M NAICS: 621399

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☐ RFP

15. DELIVER TO

CODE

SEE SCHEDULE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

18a. PAYMENT WILL BE MADE BY

CODE

TEL:

FACILITY
CODE☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT
SUCH ADDRESS IN OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK
BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Gov't. Use Only)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.ADDENDA ☐ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.ADDENDA ☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE

☐ OFFER DATED YOUR OFFER ON SOLICITATION
(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER
(TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

TEL:

EMAIL:

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 29

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

GENERAL INFORMATION

FSC: Q401

NAICS: 621399

NUWCDIVNPT Control Number: 131743

NUWCDIVNPT ERP Purchase Requisition Number: 1300341611

NUWCDIVNPT POC: Stephannie K. Cyr (Phone: (401) 832-8528 ; Fax: (401) 832-4820; Email: stephannie.k.cyr@navy.mil)

Type of Contract: **Firm Fixed Price**

Previous Contract: **This contract is a follow-on to contract N66604-08-C-2737 with Deborah Jones.**

This is solicited as: **A Sole Source to Deborah Jones**

For pricing purposes the anticipated award date of this contract is: **1 August 2013**

NOTE #1: Regarding Block #8 on Page 1 of this solicitation, offerors are required to submit proposals no later than: **2:00pm Eastern Standard Time (EST) on 9 July 2013.**

NOTE #2: Offerors are required to provide fill-in responses with its proposal for the following solicitation provisions and clauses:

- (1) 52.209-7
- (2) 52.212-3
- (3) 52.219-1
- (4) 252.212-7000

NOTE #3: The offeror is requested to provide an hourly rate and insert as the "Unit Price" for services required Contract Line Item 0001. The required services are covered by the Service Contract Act and correspond to labor category "Registered Nurse II" with an SCA category of 12312. The minimum wage that must be paid to an employee can be located within the Department of Labor Wage Determination (see Clause H83).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RN SERVICES FFP RN Services to provide the continuation of the OPNAVINST mandated services as well as provide new hire health screens, training orientation, consultant to the command, advocate for supervisor and employee's medical concerns, first aid treatment, responding to medical emergencies, coordinate outreach programs such as, 6 annual blood drives, the flu vaccines and daily employee walk-in visits for health concerns. See Clause C11 Statement of Work. Funding: NUWCDIVNPT OH; Funds Expiration: N/A; Customer Code: Code 115 FOB: Destination PURCHASE REQUEST NUMBER: 1300341611	2,080	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Training & Travel FFP The Government will reimburse the Contractor for allowable travel and mandated training related to the SOW and in accordance with FAR subpart 31.205-46 with a not to exceed amount of \$2,535.00. Type of Funds: NUWCDIVNPT OH; Funds Expiration: N/A; Customer Code: Code 115. FOB: Destination	1	Job		

 NET AMT

CLAUSES INCORPORATED BY FULL TEXT

**HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED
PRICE) (FEB 1997)**

This entire contract is fixed price.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C11 STATEMENT OF WORK (JAN 2012)

Services are to be performed in accordance with the Statement of Work below.

1.0 BACKGROUND: The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) is a naval research activity operating under the direction of the Commander, Naval Sea Systems Command (NAVSEA). The Physical Operations and Support Department is an integral part of the Division Newport team, whose function is to maintain and sustain an environmentally compliant, safe, healthful and secure workplace. It must comply with all federal, Department of Defense (DoD) and Department of the Navy (DoN) directives, instructions and policies, state and local environmental, safety and occupational health laws, and regulations governing facility operations at all NUWCDIVNPT sites.

GENERAL DESCRIPTION

The person in this position performs the health care, counseling, educational and training aspects of the Occupational Health program at NUWCDIVNPT. The person in this position functions as an occupational and safety health medical professional and employee educator. They are responsible for providing direct patient care and perform other administrative and safety services as stipulated herein. Care is provided and coordinated with a focus on achieving quality care delivered in a cost effective manner.

This nursing position resides within the Safety and Occupational Health Office at NUWCDIVNPT. Work is performed in coordination with the Safety Division's Occupational Health, Registered Nurse and Safety Specialists.

APPLICABLE DOCUMENTS

- a. Code of Federal Regulations (CFR) 29, 40 and 49
- b. NUWCDIVNPT Physical Operations & Support Department compliance records database
- c. Physical Operations & Support Department documentation review list
- d. NUWCDIVNPT Environmental, Safety and Explosive Safety Plans and Instructions
- e. NUWCDIVNPT Physical Operations & Support Department directions
- f. Approved Department program and management plans

DUTIES AND RESPONSIBILITIES

The contractor or contractor provided person shall:

- (a) Administer emergency care for illnesses of occupational and non occupational origin and injuries that occur at the place of work and function as an in-house medical case manager for work related injuries and illnesses. The nurse shall facilitate employee's successful return-to-work through coordination of transitional work assignment as appropriate, working closely with the employee, health care provider, employee's supervisor and the Injury Compensation Program Administrator.
- (b) Provide initial assessment and treatment of work-related injuries and illnesses and refer the employee for further evaluation and medical treatment as necessary; assess non- occupational illnesses occurring at work; determine the need for immediacy of treatment and give guidance to seek care from personal health care providers.

- (c) Provide training related to the management and prevention of workplace illnesses/injuries including coordination and promotion of Health and Wellness activities such as basic health screens, and facilitation of educational sessions.
- (d) Using applicable documents, stated above, the contractor shall obtain health histories, perform occupational health surveillance/certification and limited physical examinations including height, weight, vision, blood pressure, pulmonary function testing, audiometric testing, vision screening, and other testing as appropriate per Navy instructions and policies.
- (e) Coordinate required employee immunizations and travel information with the Naval Health Clinic New England and, as necessary, employee referrals to offsite medical providers and with the onsite disability manager regarding medical accommodation for employees with temporary or permanent medical disabilities.
- (f) Provide health related counseling for employees within the scope of nursing knowledge and program practice on varied health subjects including nutrition, safety regimen, care of minor injuries and illnesses, health problems, home care of communicable diseases, and physical or emotional problems such as chronic health issues which may include alcohol abuse or illegal drug use.
- (g) Follow up by telephone or interview on serious or acute conditions, compensable injuries, chronic illnesses, pregnancy, etc. by contacting employee, private health care providers, clinics, hospitals and supervisors within the HIPAA guidelines.
- (h) Possess ability to use specialized medical equipment and techniques such as oxygen equipment and automated external defibrillators.
- (i) Collaborate with management representatives to carry out program objectives and serve as a member of designated internal safety, ergonomics, wellness, and environmental teams. This includes but is not limited to: conducting work site ergonomic assessments, participating in Occupational Safety and Health inspections, consulting with safety professionals, local industrial hygienists and other health care professionals to educate and advise employees on work related exposures.
- (j) Maintain the integrity of employee medical records by accurate and timely documentation including OSHA Regulatory record keeping, as required, to include tracking and reporting injury related activity and data related to medical outcomes and financial losses.
- (k) Maintain the policies of the Occupational Health and Safety program consistent with Navy and NUWC Division, Newport Policies/Procedures.

TRAINING

The contractor assumes responsibility for professional development and continuing education. However, Navy specific training or conference attendance deemed necessary for performance of this position, will be provided by the Government. Such required training courses include:

- Occupational Safety and Health Administration approved Ergonomics training
- National Institute for Occupational Safety and Health approved Spirometry training
- Navy approved Hearing Conservation Program Training
- Professional Development Conferences as appropriate.

SECURITY AND NETWORK ACCESS REQUIREMENTS

- (a) The consultant or contractor provided person in this position shall be a United States citizen and be hired in accordance with SECNAV manual, M-5510.30

- (b) If contractor provided, the contractor shall not employ any person for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general wellbeing or operational mission of the Government installation and its population. This identification will not excuse the Contractor from performing the requirements.
- (c) Consistent with Homeland Security Acquisition Regulation (I-ISAR, 3052.237.70, Qualification of Contractor Employees) the Contractor shall conduct, and document, an employee suitability investigation on the employee assigned to this contract. The Contractor shall complete HSIF Form 3237, Contractor Personnel Access Application, for each employee before starting work on this contract. This information must be provided to the Contracting Officer at least 48 hours prior to any employee performing under this contract.

WORK SCHEDULE

1. Normal working hours are from 0800 to 1630. Contractor personnel may be required to respond to projects during other than normal working duty hours. In these instances, there is no provision for on call pay; however, a minimum of two hours overtime pay will be paid when the hours worked are not immediately prior to the start of the work day or continuous at the end of the work day.
2. On occasion, the work schedule may require adjustments to accommodate customer requirements or site visits. For example, patient care started near the end of the normal work day but needing additional time to complete the treatment or consultation. In such instances where time worked is continuous with the normal work schedule, additional time will be paid at the rate of time and a half.

NUWC DIVNPT COVERED FACILITIES

Duties to be performed in the execution of this contract will require the contractor to travel using their own private or contractor owned vehicle within the Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) facility. The NUWC DIVNPT facility encompasses an area approximately 190 acres comprised of 60 buildings. Mileage reimbursement will be provided at the standard mileage reimbursement rate for a privately owned automobile (POA) established by the Internal Revenue Service (IRS). Reimbursement will not include the mileage traveled from home to the work station. Contractors will maintain trip report logs and mileage reports will be submitted not less than on a monthly basis.

C21 PERSONNEL QUALIFICATIONS (JAN 2012)

(a) Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.

(b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

CLAUSES INCORPORATED BY FULL TEXT

C25 ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLC.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C26 INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2010)

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

(b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

(c) Contractor personnel that have not been briefed on Attachment 2 to Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access to contractor systems that contain unclassified DoD information.

(d) *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D3 DELIVER TO ADDRESS (AUG 2006)

All deliveries will be made to the following address and annotated with the "Mark For" information:

Receiving Officer, Naval Station Newport
47 Chandler Street
Newport, RI 02841-1716

Mark For: NUWC Division, Newport –

P.O.#: N66604-13-P-1743

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: Destination	
0002	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY FULL TEXT

F30 PLACE OF PERFORMANCE (SEP 2001)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: Newport, RI, and other NUWCDIVNPT locations located in NY, CT, and VA.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7006

Wide Area WorkFlow Payment Instructions

MAY 2013

CLAUSES INCORPORATED BY FULL TEXT

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2012)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

Name: William Hurley

Telephone: Commercial 401-832-1571 ; DSN 432-1571

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: william.hurley@navy.mil

(d) The Negotiator is:

Name: Stephannie K Cyr

Telephone: Commercial 401-832-8528 ; DSN 432-8528

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: stephannie.k.cyr@navy.mil

SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred

at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H24 PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H83 SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

(a) The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

WAGE DETERMINATION #	REVISION	DATE of REVISION	AREA
2005-2467	13	6/19/2013	RI State Wide

(b) The above Wage Determinations (WD) can be accessed from the following website: <http://www.wdol.gov/>. Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? **NO**
2. Are any of the employees performing work subject to a CBA? **NO**
3. Are the contract services to be performed listed below as Non-Standard Services? **NO**
4. Were these services previously performed under a SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. **NO**

(c) The site will provide the appropriate WD.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	DEC 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

- ____ (iv) Alternate III (Jul 2010) of 52.219-9.
- ____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I (June 2003) of 52.219-23.
- ____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- ____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☒ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☒ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

☐ (ii) Alternate I (Dec 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

☒ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

☒ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per

specialty per occurrence:*

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulations (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2013)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (DEC 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ___ Alternate I (OCT 2011) of 252.225-7001.

(7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013) (10 U.S.C. 2533b).

(8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (MAR 2013) (10 U.S.C. 2533b).

(9) X 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).

(10) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) ___ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).

(13)(i) ___ 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2011) of 252.225-7021.

- (iii) ____ Alternate II (OCT 2011) of 252.225-7021.
- (14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ____ Alternate II (NOV 2012) of 252.225-7036.
- (iv) ____ Alternate III (JUN 2012) of 252.225-7036.
- (v) ____ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) ____ Alternate V (NOV 2012) of 252.225-7036.
- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) X ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) ____ 252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).
- (27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

HQ J-2-0002 CONTRACT LANGUAGE FOR SECTION J

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Attachment #1 - Government Furnished Property (GFP)

GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at NUWCDIVNPT or other Government sites as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

- (1) Laboratory Facilities - NONE
- (2) Laboratory Equipment - NONE
- (3) Office Facilities – Code 1152, Safety and Occupational Health Division, Building 162, approximately 80 square feet, per individual.
- (4) Office Equipment - Desk, chair, 2 file cabinets per individual
- (5) Computer Facilities - NONE
- (6) Computer Equipment - 1 Personal Computer per individual
- (7) Software - MSOFFICE and other software as required
- (8) Other - NONE

(b) The following GFE will be provided for contractor possession (use, not title):

<u>GFP Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq Cost (ea.)</u>	<u>Time</u>
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(c) The following GFM will be provided for incorporation into end products:

<u>GFP Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq Cost (ea.)</u>	<u>Time</u>
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